

Q - 0438

Contract # 11

File Current Contract

AGREEMENT

BETWEEN THE

SUPERIOR OFFICERS ASSOCIATION

(Gloucester County Sheriff's Officer)
AND THE

SHERIFF OF THE COUNTY OF GLOUCESTER

Gloucester County, Sheriff's Office (Employer)
(Sheriff's and Correction Institutions)

X January 1, 1985 through December 31, 1986

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PREAMBLE

This Agreement entered into this 5 day of Dec., 1985, by and between the Sheriff of the County of Gloucester, hereinafter referred to as the "Sheriff", and the Superior Officers Association or S.O.A.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. The Sheriff agrees to recognize the Association as the exclusive bargaining agent for full-time employees classified as Sheriff's and Corrections Lieutenants; hereinafter referred to as employees and excluding all others.

B. In accordance with law, the mandate of Chapter 123, Public Laws of 1974, including acknowledgement of the appropriate jurisdiction of the Public Employment Relations Commission (PERC), which also controls the negotiation between the employer and the Association.

C. Where appropriate, the rules and regulations of the Civil Service Commission shall cover employees.

D. THE S.O.A. WILL BE AFFILIATED WITH THE GLOUCESTER COUNTY SHERIFF'S AND CORRECTION OFFICERS ASSOCIATION, F.O.P. LODGE #97.

ARTICLE II
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration, and to have the grievance adjusted without intervention of the Association, provided such adjustment is not inconsistent with the terms of this Agreement.

B. Definitions

1. A "grievance is a claim by an employee, group of employees, or the Association based upon the interpretation, application or violation of this Agreement, administrative rules and policies.

2. An "aggrieved person" is the person or persons or the Association making the claim.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days at each level should be considered as a maximum. The time limits specified may, however, be extended by mutual agreement.

Level One

A grievance may be filed in writing with the Warden or Undersheriff, whichever is appropriate within ten (10) work days of the occurrence of the grievance. The Warden or Undersheriff may consult with the employee and shall render a written decision within ten (10) calendar days after receipt of the grievance.

Level Two

In the event a settlement has not been reached through Level One procedures, a grievance may be filed with the Sheriff within ten (10) calendar days following receipt of the determination of Level One or twenty (20) calendar days following submission of the grievance if no determination is received.

Level Three

In the event a settlement has not been reached through Level Two procedures or no decision has been rendered within twenty (20) calendar days following submission of the grievance at Level Two, the Association may, after

determining that the grievance is meritorious, submit the grievance to arbitration.

D. Arbitration

1. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within ten (10) calendar days following receipt of the Level Two determination or within twenty (20) calendar days following submission of the grievance to Level Two if no determination is rendered. Within ten (10) calendar days after written notice of submission, the Association and Sheriff shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment within a specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission.

2. It is understood that arbitration is limited to grievances based upon the interpretation, application, or violation of the four corners of this Agreement. For all other grievances, the determination rendered at Level Three shall be final.

3. In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance or P.E.R.C., or a court of jurisdiction

with the provisions of Section D1. of this Article or PERC or a Court of Jurisdiction.

4. The arbitrator shall not consider any past practice precedent except to the extent needed to clarify language of this Agreement.

5. The arbitrator's decision shall be in writing and shall be submitted to the Sheriff and the Association and shall be final and binding on the parties.

E. Costs

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Sheriff and the Association. Any other expenses incurred shall be paid by the party incurring same.

F. Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, with a representative selected and approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

G. Reprisals

There shall be no reprisal against the Association, management, or any individual by virtue of their participation in the prescribed grievance procedure.

H. Group Grievance

If in the judgement of the Association, a grievance affects a group of employees, the Association shall identify each employee and may submit such grievance in writing and the processing of such grievance shall commence at Level Two. The Association may process such a grievance through all levels of the grievance procedure.

I. Miscellaneous

1. All decisions set forth to the aggrieved person shall be set forth in writing and shall include the decision and shall be transmitted promptly to the aggrieved person or to the Association, whichever is appropriate.

2. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of the participants.

3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

ARTICLE III
OVERTIME AND CALL-IN

A. Workday

An employee's workday shall consist of eight (8) hours, inclusive of a thirty (30) minute meal break. It is agreed that the employees will be present ten (10) to fifteen (15) minutes prior to the start of their shift for preparation and roll-call.

B. Overtime

Employees who are required to work more than eighty (80) hours per two week period, inclusive of any paid leave, shall be compensated with compensatory time or overtime pay at the rate of one and one-half (1 1/2) their regular hourly rate.

C. Call Back

If an employee is called back to work at a time other than his assigned work tour and if such call back time is not contiguous to the start of his work tour, the employee shall be guaranteed a minimum of two (2) hours compensation at the appropriate rate.

D. Standby Pay

If an employee is required in writing to be on standby, he shall receive one hour of pay for every sixteen hours of standby.

ARTICLE IV

WAGES

A. Salaries

1. The salaries for 1985 shall be retroactive to January 1, 1985, only for those employees who are actively employed in the bargaining unit as of the date this Agreement is signed.

2. Salaries for 1985 and 1986 of all members of the unit covered by this Agreement are set forth in the Salary Schedule which is attached hereto and made a part hereof.

3. Those employees with six (6) or more months of service shall be credited with one year of service and progress one (1) year's credit each January 1 until the employee reaches the maximum pay level on his/her salary schedule.

ARTICLE VI

MEDICAL BENEFITS

A. Health Benefits

The Sheriff shall provide the following Health Benefits for each employee and his/her dependents:

1. Blue Cross, Blue Shield, Major Medical and Rider J (current plan or equivalent).
2. A \$1.50 co-pay Prescription Plan (current plan or equivalent).
3. A Vision Care Plan (current plan or equivalent).
4. A Dental Plan - (effective January 1, 1986). The employer will provide a dental plan for the employee only. It shall be the same plan as for other county employees as per County policy.

B. Disability Benefits

The Sheriff agrees to provide disability coverage to all eligible employees under the State Temporary Disability Benefits Law. Coverage will be financed by employer-employee contributions as required by law.

C. Description

The Sheriff shall continue to request for each employee a description of the health care benefits and insurance provided under this Article upon initial hire.

ARTICLE V

UNIFORMS

A. Items of Issue

"The Sheriff shall provide each member, upon promotion to Lieutenant the items of clothing and equipment included in Appendix A at no cost to the employee. These items, in addition to equipment and clothing already issued and not subject to exchange, will be replaced by the Sheriff as necessary. This issue will be ordered for each new Lieutenant within thirty (30) days of permanent promotion."

B. Maintenance Allowance

A uniform maintenance allowance of \$400 shall be paid to each employee per year. Such allowance shall be payable in semi-annual payments of \$200 on or before each January 31, and July 31.

C. REPLACEMENT

Each officer on the payroll November 1, 1985, shall receive between November 15, 1985 and May 15, 1986 two (2) winter trousers, three (3) long sleeve shirts, three (3) short sleeve shirts, and one (1) hat.

ARTICLE VII

HOLIDAYS

A. There shall be a minimum of fourteen (14) holidays per year with a schedule to be determined by the employer. In case an employee is required to work on a specified holiday, another compensatory day shall be designated by the employer within sixty (60) days.

ARTICLE VIII

VACATION

A. All full-time employees shall be credited vacation leave based on years of service as follows:

During the first calendar year of employment:

One (1) working day of vacation for each full month of service.

During each succeeding year, through the calendar year, prior to the year in which the 5th service anniversary falls:

Twelve (12) working days of vacation.

During the year in which the 5th service anniversary falls, vacation will be allowed in accordance with the anniversary dates as follows:

ANNIVERSARY DATE

VACATION DAYS

Jan. 1 - Feb. 22.....	15
Feb. 23 - Apr. 15.....	14.5
Apr. 16 - Jun. 6.....	14
June 7 - July 28.....	13.5
July 29 - Sep. 18.....	13
Sep. 19 - Nov. 9.....	12.5
Nov. 10 - Dec. 31.....	12

During each succeeding year, through the calendar year, prior to the year in which the 12th service anniversary falls:

Fifteen (15) working days of vacation.

During the year in which the 12th service anniversary falls, vacation will be allowed in accordance with the anniversary dates as follows:

<u>ANNIVERSARY DATE</u>	<u>VACATION DAYS</u>
Jan. 1 - Feb. 3.	20
Feb. 4 - Mar. 8.	19.5
Mar. 9 - Apr. 10	19
Apr. 11 - May 13	18.5
May 14 - June 15	18
June 16 - July 18.	17.5
July 19 - Aug. 20.	17
Aug. 21 - Sept. 22	16.5
Sept. 23 - Oct. 25	16
Oct. 26 - Nov. 27.	15.5
Nov. 28 - Dec. 31.	15

During each succeeding year, through the calendar year, prior to the year in which the 20th service anniversary falls:

Twenty (20) working days of vacation.

During the year in which the 20th service anniversary falls, vacation will be allowed in accordance with the anniversary dates as follows:

<u>ANNIVERSARY DATE</u>	<u>VACATION DAYS</u>
Jan. 1 - Feb. 3.	25
Feb. 4 - Mar. 8.	24.5
Mar. 9 - Apr. 10	24
Apr. 11 - May 13	23.5
May 14 - June 15	23
June 16 - July 18.	22.5
July 19 - Aug. 20.	22
Aug. 21 - Sept. 22	21.5
Sept. 23 - Oct. 25	21
Oct. 26 - Nov. 27.	20.5
Nov. 28 - Dec. 31.	20

Each succeeding year would receive, thereafter:

Twenty-five (25) working days of vacation.

"Notwithstanding anything to the contrary, members of the Superior Officers Association will be credited with all years of service with the Sheriff's Department for the purpose of determining the member's earned vacation leave."

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B. Accumulation

Where, in any calendar year, the vacation leave, or any part thereof, is not granted by reason of pressure of County business, such vacation leave, or parts thereof, not granted, shall accumulate and shall be granted during the next succeeding calendar year ONLY.

C. Carry Over

An employee shall be allowed to carry over five (5) vacation days per year subject to the operational requirements of the employer. If carried over, reimbursement shall be at the prior year's rate of pay unless the carry over was requested by the employer. If requested by the employer, reimbursement shall be at the current year's rate of pay.

D. Death of the Employee

Upon the death of an employee, any earned vacation leave, not used, shall be calculated and paid to the estate.

E. Separation

An employee retiring or otherwise separating, shall be entitled to pro-rata allowance for the current year in which the separation or retirement becomes effective. Any vacation leave which may have been carried over from a preceeding calendar year will be included.

ARTICLE IX
MILAGE REIMBURSEMENT

A. When an employee is required to use his personal automobile during a working tour for official business, reimbursement for such use (exclusive of travel to and from work) shall be at \$.19 or the State rate, if such is higher.

ARTICLE X

SICK LEAVE

A. All employees shall be credited with sick leave on the following basis:

1. One (1) day per full month during the initial calendar year of his/her employment and fifteen (15) days per year as of the first working day of the year for each subsequent year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate from year to year.

B. Employees shall be allowed to utilize sick leave to care for a family member who is ill, as per Civil Service.

ARTICLE XI
BEREAVEMENT LEAVE

A. Employees shall be entitled to three (3) days leave per incident with pay for death in the immediate family. The immediate family is defined as: mother, father, husband, wife, child, sister, brother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, foster child, and any relative of the employee residing in the employee's household. Such bereavement leave shall be deducted from annual sick leave.

ARTICLE XII

OTHER BENEFITS

A. Under the New Jersey Workers Compensation Law, employees of Gloucester County injured while in the course of their employment are entitled to be paid by the County Worker's Compensation Insurance carrier. The Board of Chosen Freeholders has, by policy, declared that it will supplement the insurance check for one year.

B. Leaves of absence without pay may be granted for a person not to exceed six (6) months with expressed written approval of the respective Appointing Authority. Renewal by the Appointing Authority, of such leave for another six (6) months, may also be granted. It is understood that leave for care of an infant, less than sixty (60) days of age, at commencement of such leave, is provided in this section.

C. Military leave of absence will be granted as required by statutes.

ARTICLE XIII
MANAGEMENT RIGHTS

A. It is the intention of the parties hereto that all rights, powers, prerogatives and authority which the Board now has or had prior to the signing of this Agreement are retained by the Board except for those which are specifically abridged or modified by this Agreement. Such abridgement or modification shall be to the extent specifically set forth in this Agreement only, and such abridgements or modifications are to be strictly construed. It is agreed by and between the parties hereto that the management rights set forth above are not subject to the grievance procedures.

B. It is specifically agreed by the parties that nothing in this Agreement shall change or modify the rights and obligations under Civil Service Laws of the State of New Jersey.

ARTICLE XIV
ASSOCIATION RIGHTS

A. Information

The County shall make available to the Association for inspection, all financial records and data in the public domain, upon written request at a time of mutual convenience.

B. Released Time

Whenever any representative of the Association or any employee participates during working hours in negotiations, grievance proceedings, conferences, or meetings which relate to Association business with management or the County, he shall suffer no loss in pay nor be required to make up such time. It is agreed that any such meetings shall be subject to mutual agreement by management and/or the County, and the Association.

ARTICLE XV
WAIVER OF CLAUSE

A. The parties agree that all negotiable items have been reduced to writing herein and that this Agreement constitutes the full understanding of the parties on all issues.

B. If any provision of this Agreement is held to be illegal, it shall have no cause and effect, but all other provisions shall continue in full force for the duration of the Agreement.

ARTICLE XVI

REOPENER PROVISION

A. If a substantial modification of job function of a class of employees comes about during the duration of this Agreement, then upon written request of the Association, the contract will be re-opened on this issue only.

ARTICLE XVII

DUES DEDUCTION

A. The employer agrees to make payroll deduction of Association dues when authorized to do so by the employee on the appropriate form. The amount of said deduction shall have been certified to the employer by the Secretary/Treasurer of the Association. The employer shall remit the dues to the address designated by the Association no later than the last day of the month following the calendar quarter in which such deductions are made (or earlier, if reasonably possible) together with a list of employees from whose pay such deductions were made.

ARTICLE XVIII
REPRESENTATION FEE

A. Purpose Of Fee

If an employee, covered by the terms of this Agreement, does not become a member of the Association during any membership year, which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Notification of Amount of Fee

Prior to the beginning of each membership year, the Association will notify the County of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members shall be determined by the Association and shall be 85% of that amount.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will

submit to the County a list of those employees who have not become members of the Association for the then current membership year. The County will then deduct from the salaries of such employees, (in accordance with paragraph 2 below), the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The County will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

a. 10 days after receipt of the aforementioned list; or

b. 30 days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the County in a non-bargaining unit position, or was on lay-off, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his/her employment with the

County before the Association has received the full amount of the representation fee to which it is entitled under this Article, the County will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board, in writing, of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the County received said notice.

6. New Employees

On or about the first day of each month, beginning with the month this Agreement becomes effective, the County will submit to the Association, a list of all employees who began their employment in a bargaining unit

position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

D. Compliance with Law

The Association will comply with all applicable rules and regulations as established by law regarding the implementation and processing of the representation fee.

ARTICLE XIX

FULLY BARGAINED CLAUSE

A. The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that these terms and conditions of employment shall not be changed during the life of this Agreement except in accordance with Chapter 123, P.L. of 1974.

B. Provisions of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any other provisions of this Agreement.

ARTICLE XX

MISCELLANEOUS PROVISIONS

A. Health Hazards

Any employee required/requested to transport or be in contact with any person carrying or having an infectious disease, shall be notified of such, in advance if known. The County agrees to take all reasonable precautions regarding protection for the employee. If a health hazard is not known until after an employee's contact, the County will notify the employee as soon as possible and any required medical exams and/or treatment will be provided by the County at no cost to the employee.

B. Notification of Shift Change

Employees shall receive at least two (2) weeks notice of any proposed total shift change.

ARTICLE XXI

DURATION

A. This Agreement shall be effective January 1, 1985, and continue in effect to December 31, 1986, subject only to the Association's right to negotiating a subsequent Agreement.

B. Negotiation for a successor Agreement shall commence during the month of November, 1986, by either party to this Agreement notifying the other in writing of its decision to modify or extend the provisions of this Agreement.

IN WITNESS WHEREOF, the Sheriff and the Association have caused this Agreement to be executed by their designated representatives, all on the date below.

FOR THE SHERIFF OF THE COUNTY
GLOUCESTER

FOR THE SUPERIOR
OFFICERS' ASSOCIATION -

BY:

George E. Amick

BY:

W. F. Hoke

ATTEST

ATTEST:

Joy L. Thacker, Jr., Pres.

DATE 12-5-85

APPENDIX A
CLOTHING ISSUE

INITIAL ISSUE FOR ALL SHERIFF/CORRECTION LIEUTENANTS:

1. Three (3) short sleeve shirts and three (3) long sleeve lieutenant's shirts.
2. Lieutenant's hat badge.
3. Any required breast badge and collar pins, and any other required additional equipment.
4. The above shall not apply to temporary appointments.

Necessary items will be exchanged upon advancement or reduction in rank (i.e.; silver to gold buttons, whistles, etc.).

APPENDIX B

1985

<u>STEP</u>	<u>MEMBERS</u>	<u>DOH</u>	<u>SALARY</u>
I (Beginning 14th year of total service)	McGuinness	11/18/68	\$25,287
	Booker	12/09/68	25,287
II (Beginning 10th year of total service)	Firman	1/18/72	23,779
	Cama	8/08/75	23,779
III (Beginning 6th year of total service)	Johns	12/28/78	21,927
	Willis	6/30/79	21,927
IV (Beginning 1st year of total service)	Doakes	4/01/82	17,884

1986

<u>STEP</u>	<u>MEMBERS</u>	<u>DOH</u>	<u>SALARY</u>
I	McGuinness	11/18/68	\$26,429
	Booker	12/09/68	26,429
	Firman	1/18/72	26,429
II	Cama	8/08/75	25,529
III	Johns	12/28/78	23,660
	Willis	6/30/79	23,660
IV	Doakes	4/01/82	19,344

SUPERIOR OFFICERS SALARY GUIDE

	<u>1985</u>	<u>1986</u>
Beginning 14th year	\$25,287	\$26,429
Beginning 10th year	\$23,779	\$25,529
Beginning 6th year	\$21,927	\$23,660
Beginning 1st year	\$17,884	\$19,344